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USAID Program No. 492-0480

AMENDMENT NO. 12
TO THE
STRATEGIC OBJECTIVE GRANT AGREEMENT
BETWEEN THE
REPUBLIC OF THE PHILIPPINES
AND THE
UNITED STATES OF AMERICA
FOR THE
INTEGRATED FAMILY PLANNING
MATERNAL HEALTH PROGRAM

Dated: September 28, 1999

INTEGRATED FAMILY PLANNING MATERNAL HEALTH PROGRAM
AMENDMENT NO. 12 TO STRATEGIC OBJECTIVE GRANT AGREEMENT,

No. 492-0480

THIS AMENDMENT NO. 12, entered into as of the 28th day of September, 1999, between the REPUBLIC OF THE PHILIPPINES (the "Grantee") and the UNITED STATES OF AMERICA, acting through the United States Agency for International Development ("U.S.A.I.D.")).

WITNESSETH THAT:

WHEREAS the Grantee and U.S.A.I.D. (the "Parties") entered into Program Grant Agreement No. 492-0480 (the "Agreement") on August 1, 1994, whereby U.S.A.I.D. agreed to provide an initial increment of \$15,066,508 in Grant funds for the Integrated Family Planning Maternal Health Program (the "Program");

WHEREAS through previous amendments to the Agreement, the amount of Grant funds was increased to \$63,068,508;

WHEREAS U.S.A.I.D. desires to increase further the amount of Grant funds by \$7,600,000; and

WHEREAS the parties agree to extend the completion date of the program.

NOW THEREFORE, the Grantee and U.S.A.I.D. hereby agree to amend the Agreement as follows:

1. Section 3.1 (a) of the Agreement is hereby amended by deleting the phrase "not to exceed sixty three million sixty eight thousand five hundred eight United States Dollars (\$63,068,508) (the "Grant")", and inserting in lieu thereof the phrase "not to exceed seventy million six hundred sixty eight thousand five hundred eight United States Dollars (\$70,668,508) (the "Grant")."

2. Section 3.1(b) of the Agreement is hereby amended by deleting the phrase " U.S.A.I.D.'s total estimated bilateral contribution to achievement of the Program Objective and Results is U.S. \$65,000,000, which will be provided in increments" and inserting in lieu thereof the phrase " U.S.A.I.D.'s total estimated bilateral contribution to achievement of the Program Objective and Results is U.S. \$90,000,000, which will be provided in increments" .

3. Article 3, Section 3.2(b) of the Agreement is amended in its entirety to read as follows:

" The Grantee's estimated contribution over the life of the Program will not be less than the Peso equivalent of \$30,000,000 in cash and/or " in

kind" . In addition, the Grantee will contribute not less than \$4,300,000 in cash expenditures to offset value-added taxes (VAT), including E-VAT, assessed on USAID-financed goods and services over the life of the Agreement."

4. Article 4 (a) of the Agreement is hereby amended by deleting the phrase " the Completion Date, which is February 28, 2001" and inserting in lieu thereof " the Completion Date, which is September 30, 2002" .

5. Sections 6.5, 6.6 and 6.7 are hereby deleted in their entirety and the following inserted in lieu thereof:

" Section 6.5. Voluntary Family Planning. The Parties agree that all U.S.A.I.D. funds provided under this Agreement shall be used in accordance with applicable United States policy and statutory requirements relating to voluntary family planning projects, and that none of the USAID funds provided under this Agreement, or goods or services financed by such funds, may be used for:

- (a) the performance of abortion as a method of family planning or to motivate or coerce any person to practice abortions;
- (b) the performance of involuntary sterilizations as a method of family planning or to coerce or provide any financial incentive to any person to undergo sterilizations; or
- (c) any biomedical research which relates, in whole or in part, to methods of, or the performance of, abortions or involuntary sterilizations as a method of family planning.
- (d) U.S.A.I.D. will issue implementation letters that more fully describe the requirements of this section."

6. Annex 1 Part III (Funding) is hereby amended in its entirety to read as follows:

" The Financial Plan attached forms part of the Annex 1. As with any other portion of this Annex 1, it may be amended by written agreement of the authorized representatives of the Parties designated under Section 8.2 without formal amendment of the Agreement, if such changes do not cause (1) USAID's contribution to exceed the amount specified in Section 3.1 of the Agreement, or (2) the Grantee's contribution to be less than the amount specified in Section 3.2 of the Agreement.

Performance-based disbursements are planned in accordance with the following schedule, subject to satisfaction of conditions precedent to disbursement, and to the availability of funds to USAID for this purpose:

PROJECTION OF PERFORMANCE-BASED DISBURSEMENTS BY YEAR
In \$000

	FY 95	FY 96	FY 97	FY 98	FY 99	FY 00	FY 01	FY 02	TOTAL
Amount	3,195	3,375	4,945	5,770	5,955	6,000	6,600	5,500	41,340
Minimum no. of LGUs	15	23	41	60	75	75	75	75	75

The balance of funds left after deducting the total amount made available for performance-based disbursements from the amount of USAID contribution specified in Section 3.1 of the Agreement will be used for non-performance-based disbursements through U.S.A.I.D. direct contracts, cooperative agreements, grants with non-government organizations, and a Participating Agency Service Agreement with the U.S. Bureau of Census."

7. Annex 1 of the Agreement is hereby amended by deleting Attachment 1 thereto, Financial Plan: Part II, and substituting therefor Revised Financial Plan: Part II, attached hereto.

Except as expressly amended herein, the Agreement shall continue in full force and effect in accordance with all of its terms.

IN WITNESS WHEREOF, the Grantee and the United States of America, each acting through its duly authorized representatives, have caused this Agreement to be signed in their names and delivered as of the day and year first above written.

REPUBLIC OF THE PHILIPPINES


By: 

Felipe M. Medalla
Director-General
National Economic and
Development Authority

UNITED STATES OF AMERICA

By: 

Patricia K. Buckles
Mission Director
United States Agency for
International Development

WITNESSED BY: 

By:

Dr. Alberto G. Romualdez, Jr.
Secretary
Department of Health

Attachment 1

Integrated Family Planning Maternal Health Program
Revised Financial Plan: Part II
(In US\$000)

Component	Obligations prior to this Amendment No. 12	Obligation under Amendment No. 12	Obligation Status after Amendment No. 12	Anticipated Future Year Obligations by USAID	Total Life of Program Obligations by USAID	G.O.P. Contributor
1. Result 1 (LGU Performance Program)	29,240	5,600	34,840	6,500	41,340	16,536
2. Result 2 (National Services)	13,028	0	13,028	0	13,028	13,857
3. Result 3 (Private Sector and NGOs)	12,051	2,000	14,051	472	14,523	0
4. Accelerated Economic Recovery in Asia Activities	1,700	0	1,700	1,000	2,700	0
5. Program Management/Technical Assistance	6,600	0	6,600	10,309	16,909	3,307
5. Evaluation and Audit	450	0	450	1,050	1,500	600
TOTAL	63,069	7,600	70,669	19,331	90,000	\$34,300*

* This includes \$4,300,000 (Pesos 115,502,479) in cash expenditures to cover estimated VAT, including E-vat, assessed on USAID-financed goods and services pursuant to Section 3.2(b) of this Agreement. All GOP contribution prior to this Amendment No. 12 was computed using an exchange rate of \$1:P25. For purposes of determining the peso equivalent of the GOP contribution under Amendment No. 12 and future years obligations, an exchange rate of \$1:P35 shall be used, except for value added tax (VAT) which is computed using the prevailing exchange rate at the time funds are obligated.